

3-0075  
20-04

71-72

AGREEMENT ENTERED INTO THIS 28th day of June, 1972

by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as "the City", and ELIZABETH FIRE OFFICERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2040, AFL-CIO, hereinafter referred to as "Fire Officers", or "the Association".

*NOT TO BE CIRCULATED*

ARTICLE I - RECOGNITION

1. The City hereby recognizes the Elizabeth Fire Officers Association, Local 2040 as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all full-time, uniformed Fire Department employees of the rank of Captain and Battalion Chief, as per agreement entered into and signed with the City, December 20, 1971.

2. Unless otherwise indicated, the terms "Fire Officer", Fire Officers", "employee", or "employees", when used in this Agreement shall refer to all persons represented in the above-defined unit.

ARTICLE II - ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it is executed and who are members of the Association at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

Upon receipt of written authorization, the Employer shall deduct Association dues weekly, on a pro rata basis, and shall remit the monies collected to the Association once each month, not later than the 15th of the month. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such

ARTICLE II - ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP) (Cont'd)

assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Association and the City Controller. The City Controller and the City Treasurer shall thereafter cease withholding any monies whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Fire Officers Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee's knowledge thereof:

STEP 1. Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within three (3) working days, then

STEP 2. between the aggrieved employee and the next officer in the Chain of Command, through and including the Director; the President of the Fire Officers Association or his designee shall be present and participate, if requested to do so by the aggrieved employee. In addition, the aggrieved employee may also have one or two other members of the Fire Officers Association present at such meeting, if he so chooses, provided they are not directly involved in said hearing, then

STEP 3. the matter may be referred to the Civil Service Commission. If the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right to submit such grievance to an Arbitrator appointed by PERC. The Arbitrator shall have full power to hear the dispute and make a final determination, which will be binding on both parties. The cost of arbitration shall be borne by the City and the Association equally.

ARTICLE IV - WORKWEEK

1. It is agreed that the normal workweek for unit employees performing fire fighting duties shall be an average of forty-two (42) hours computed over the period of the full fiscal year.

2. For all other employees in the unit, the normal workweek shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours.

3. Present work schedules shall be maintained, subject to change by mutual agreement.

4. The term "tour" as defined in this Agreement shall mean a ten (10) hour day, or a fourteen (14) hour night for employees working a forty-two (42) hour work shift.

ARTICLE V - EXTRA-TIME

1. Whenever an employee works in excess of his regularly assigned workweek or work schedule in non-emergency detail as provided for in Article IV, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one and one-half (1 1/2) times the base hourly rate which he received for his regularly assigned duty in accordance with the City Ordinance.

2. (a) The Chief Officer in charge shall establish a roster of the employees on a seniority basis. Whenever extra-time work paid in money is required, it shall be rotated amongst employees on the roster. If an employee refuses an assignment to work extra-time he shall be considered as having worked such extra-time assignment for the purpose of maintaining a proper order of rotation for future assignments. Battalion Chiefs will be substituted for Battalion Chiefs and Captains for Captains unless refusals exhaust the roster, then the next lower rank shall be asked for extra-time.

(b) Any employee on non-emergency recall shall receive compensatory time off at the rate of one and one-half (1 1/2) hours for every hour worked with a minimum of four (4) hours compensatory time off for every such detail.

ARTICLE V - EXTRA-TIME (Cont'd)

(c) Any employee held over on his job for a non-emergency detail shall receive a minimum of one (1) hour of compensatory time off. If such employee is held over for more than one (1) hour, he shall receive one and one-half (1 1/2) hours of compensatory time off for each hour (or part thereof) worked.

3. Employees working less than a forty-two (42) hour workweek shall receive extra-time in money for non-emergency detail at one and one-half (1 1/2) times their regular hourly base rate for all hours over eight (8) hours per day or for all hours after forty (40) hours per week provided there shall be no pyramiding of overtime.

ARTICLE VI - HOLIDAYS

1. Employees working a forty-two (42) hour schedule shall be entitled to holiday pay in compensatory time off for a total of ninety-six (96) hours per contract year.

2. Employees taking time off under this provision shall be charged with a maximum of ten (10) hours per tour.

3. The allocation of compensatory time off shall be by mutual agreement between the Director and the employees.

4. Employees working a forty (40) hour schedule shall receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays, even though not required to work:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election  
Veterans Day  
Thanksgiving Day  
Christmas Day

an extra holiday declared to be such by the President, Governor or Mayor, shall be granted to all employees under this Contract as additional compensatory time off.

ARTICLE VI - HOLIDAYS (Cont'd)

5. All compensatory time earned under this Article must be used within the year it is earned, except in case of illness or emergency. Special cases will be referred to the Director.

ARTICLE VII- LONGEVITY

1. All full-time, permanent employees of the Fire Department in the classified service of Civil Service, and covered by this Agreement, shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows -- if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to January 1, 1971 for the first year of this Agreement and January 1, 1972 for the second year of this Agreement and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year . . . . .	2%
10th year of employment to completion of 14th year . . . . .	4%
15th year of employment to completion of 19th year . . . . .	6%
20th year of employment to completion of 24th year . . . . .	8%
25th year of employment and over . . . . .	10%

ARTICLE VIII - CLOTHING ALLOWANCE

1. All employees of the Fire Department covered by this Agreement shall be entitled to a clothing allowance of \$150.00 for the year 1971, payable the second pay period of April.

ARTICLE VIII - CLOTHING ALLOWANCE (Cont'd)

2. All employees of the Fire Department covered by this Agreement shall be entitled to a clothing allowance of \$150.00 for the year 1972, payable the second pay period of April.

3. Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by the employee except during the performance of assigned Departmental duties. Upon inspection by his commanding officer, if any employee's clothing or equipment is judged to be in need of replacement, he shall be obligated to replace it.

ARTICLE IX - INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premium of which shall be paid for by the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE X - VACATION

1. Effective January 1st, 1971, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

Battalion Chiefs		32 calendar days
Captains	(over 25 years of service)	32 calendar days
Captains	(less than 25 yrs. service)	30 calendar days

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra calendar days of vacation for that anniversary year only.

2. Vacations shall normally begin following the regular "days off" of the employee.

3. Vacation time must be used in the year in which it is earned or it shall be forfeited. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director upon mutual agreement

ARTICLE X - VACATION (Cont'd)

with the Association. When an employee's anniversary date that allows him more vacation days, falls within a current year, the employee shall be entitled to the higher number of days as of January 1, that year.

4. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacations shall be scheduled by the Department, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

5. Employees covered by this Agreement, who are entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, prior to the date of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him to use up accrued time off and earned vacation time, or such time will be forfeited. In the event that an employee is entitled to earned vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring. The widow or estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

6. Where the efficiency of the Department is not jeopardized, every effort shall be made to give at least two (2) weeks vacation during the six prime periods commencing during the last week of June and ending during the first week of September.

ARTICLE XI- LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves may be granted or denied at the discretion of the Director. In granting leaves or extensions of leaves, approval will not be unreasonably withheld. Extensions of such leaves may be granted providing that at least two (2) weeks prior to the date on which the

#### ARTICLE XI - LEAVE WITHOUT PAY (Cont'd)

initial and subsequent leave would terminate, the employee requests said extension of the Director. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employee may be required to undergo a physical examination by the Department physician prior to reinstatement.

#### ARTICLE XII - FUNERAL LEAVE

Employees covered by this Agreement shall be excused from work because of death in his immediate family as defined below and shall be paid his regular rate of pay for the scheduled working hours missed during the first ninety-six (96) hours following the death. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law, mother-in-law, as well as grandfather or grandmother. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

Special and other cases will be referred to the Director and acted on as heretofore.

#### ARTICLE XIII - SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge
- (b) resignation
- (c) failure to return promptly upon expiration of authorized leave
- (d) absence for five (5) consecutive working days without leave or notice
- (e) absence for illness or injury for more than one (1) continuous year

#### ARTICLE XIV - BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers and members, will not engage in, encourage, sanction, or suggest, strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other interference.

3. The Association shall not be held liable for unauthorized acts of unit employees.

#### ARTICLE XV - FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as Fire Officers.

2. An exception of specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

3. Upon the execution of this Agreement, employees appointed to act in a higher title for a complete tour shall be paid for such work at the higher rate of pay, but the employee's longevity shall be based on his pay in his permanent position.

Assignments will be made by the Fire Director and/or his designee.

#### ARTICLE XVI - RULES AND REGULATIONS

The Director may establish and enforce binding rules and regulations in connection with the operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association.

## ARTICLE XVI - RULES AND REGULATIONS (Cont'd)

It is understood that employees shall comply with all rules and regulations of the Department, and order or directives issued by the Director or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instructions as a grievance which shall be handled in accordance with the grievance set forth in Article III of this Contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

## ARTICLE XVII - INJURY LEAVE

1. Whenever an employee shall be injured, ill or disabled from any cause, except in connection with outside employment, so as to be physically unfit for duty during the period of such disability, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from the date of such injury, illness or disability.

2. Any payments from temporary disability insurance or Workmen's Compensation insurance received by the employee shall be credited toward the pay referred to above.

3. Injury, illness or disability may be evidenced by a certificate of a physician designated by the department to examine the employee.

ARTICLE XVII - INJURY LEAVE (Cont'd)

4. Whenever a civil suit is instituted in connection with his employment, the employee must notify the Director immediately upon institution of such suit.

5. In the event of an emergency, upon notification to the Chief in charge, an employee may receive two (2) tours off for such emergency during any working period.

ARTICLE XVIII - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause subject to Civil Service rules and regulations. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties, and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Association, with the permission of the employee, shall have the right to file a grievance, which must be in writing within ten (10) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XIX - MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City (Fire Director) retains the following rights, except as specifically provided in this Agreement, including, but not limited to selection and direction of the force: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote with justifiable cause, or transfer; to determine the amount of overtime to be worked; to decide on the number and location of facilities; to determine the work to be performed, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to

ARTICLE XIX - MANAGEMENT RESPONSIBILITY (Cont'd)

purchase services of others, contract or otherwise.

ARTICLE XX - WAGES

The wage rates for covered employees shall be as set forth in Appendix "A", attached hereto.

ARTICLE XXI - EXCHANGE OF SHIFTS

An employee may, with approval of the Duty Chief not less than one (1) day in advance, arrange to exchange shifts with another employee of equal rank so long as there is no additional cost to the City.

ARTICLE XXII - EDUCATION

1. Employees taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Director. Such approval will not be unreasonably withheld. Whatever monies are to be allotted for taking science courses would be subject to agreement between the Director and the employee prior to any commitment.

2. Every effort will be made to adjust employee's schedules when necessary so that they may take advantage of available fire science courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXIII - ASSOCIATION PRIVILEGES

The Association will be notified in writing concerning any charge or inquiry into a matter which could adversely affect the continuation of any employee in his office, position of employment or his salary or fringe benefits or any disciplinary action against any employee and entitled to be present at any meeting, hearing or interview concerning such action and, if requested by the employee, to advise and represent him.

ARTICLE XXIV - SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement. No sick reports, however, shall be required for the first two (2) days.

ARTICLE XXV - ACCUMULATION OF TIME OFF

All compensatory time off provided under the terms of this Agreement may be accumulated up to a maximum of thirty (30) days.

Employees utilizing accumulated compensatory time off under this provision shall be required to take such time off in periods of at least five (5) hours or more. Employees may also substitute earned holidays in lieu of accumulated compensatory time off.

ARTICLE XXVI - ECONOMIC STABILIZATION PROGRAM

The payment of any wage, salary or other financial benefit as provided for herein is specifically subject to, and conditioned upon, the provisions herein being approved and in conformity with the requirement and guidelines as established by those agencies created as a result of President Richard M. Nixon's Economic Stabilization Program. It is specifically intended that no provision contained herein shall be in violation of any requirement or guideline imposed as a result of the Economic Stabilization Program of the President of the United States.

ARTICLE XXVII - APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXVIII - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXIX - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1971, through and including the 31st day of December, 1972. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

ARTICLE XXX - SEVERABILITY CLAUSE

In the event that any article or portion of this Agreement is declared invalid by any Court of competent jurisdiction, or invalidated by the judicial determination of any Court of competent jurisdiction, said article or portion of this Agreement shall have no force or effect. However, the invalidity of any article or portion of this Agreement shall not affect the validity of any remaining articles or portions of this Agreement, same remaining in full force and effect for the duration of this Contract.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 28th day of June, 1972.

THE CITY OF ELIZABETH  
(New Jersey)

By: John J. Sawyer

APPROVED
AS TO FORM
FPT
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

ELIZABETH FIRE OFFICERS ASSOCIATION

By: William J. Linn

Walter J. Gannon

APPENDIX "A"

Salary Schedule 1971

BATTALION FIRE CHIEF (4)	\$13,700.00
FIRE CAPTAIN (57)	12,300.00

Salary Schedule 1972

BATTALION FIRE CHIEF (4)	\$14,500.00
FIRE CAPTAIN (57)	13,100.00